

## FEEDING CONTRACT

This Feeding Contract is made this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (hereafter "First Party",) and \_\_\_\_\_, (hereafter "Second Party",) based upon the following recitals:

WHEREAS, First Party is the owner of certain cattle and desires Second Party to feed, water and care for said cattle, until said cattle are ready to be sold;

WHEREAS, Second Party is the owner/tenant of certain real estate located at \_\_\_\_\_, and desires to provide feed, water and care for said cattle for the consideration as hereafter set forth;

NOW, WHEREFORE, based upon the foregoing mutual covenants and promises, the parties agree as follows:

1. DELIVERY OF CATTLE. First Party agrees to deliver to Second Party, between \_\_\_\_\_ and \_\_\_\_\_ head of \_\_\_\_\_ to be fed by Second Party in \_\_\_\_\_ County, \_\_\_\_\_. Said cattle will be placed with Second Party for feeding purposes only.

2. FEED AND CARE. Second Party agrees to receive said cattle at place and time of delivery, and furnish feed for the same in what is known as the \_\_\_\_\_ Feedyard in \_\_\_\_\_ County, \_\_\_\_ and return said cattle upon demand of First Party at \_\_\_\_\_. Second Party shall be responsible for all labor and costs associated with the care, feeding, and watering of said cattle. Second Party shall be responsible for and bear the cost of feed, veterinarian supplies and veterinarian bills. Second Party warrants and represents to First Party that he is owner or tenant of said feed facilities, that he is legally able to execute this agreement and care for the cattle at this location, and that the feeding of cattle at this location shall not violate any applicable local, state or federal laws, including zoning laws.

3. INSURANCE. First Party may at his discretion, provide, insurance for loss, death, or destruction of the cattle. Second Party shall provide a policy of general liability insurance insuring both parties from claims by third parties against Second Party and First Party, for personal injury or death arising from Second Party's maintenance, care, feeding, watering or control of the cattle. Second Party shall name First Party as an additional named insured on said policy, and at First Party's request, shall provide First Party with copies of said policies, or a certificate of insurance indicating that such insurance does exist.